

# Hawaiian Gazette.

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HONOLULU, T. H., TUESDAY, APRIL 11, 1905.—SEMI-WEEKLY.

WHOLE 2694

## THE BREWER'S WHARF CONTRACT IS EXAMINED

### Session Marked by Striking Testimony and Lively Tilts Between Gilman and Holloway.

The Brewer's wharf contract was under fire last evening at a meeting of the House Committee of Public Expenditures. The meeting was attended by a large number of men interested in contracts in general, while those directly interested—Mr. Gilman of the Hawaiian-American Engineering and Construction Company, and the Superintendent of Public Works, J. W. Masao of Hilo, were present in person, and were also represented by attorneys. The investigation was not ended last evening, as Superintendent Holloway has half a dozen witnesses to place on the stand tonight. Mr. Gilman and Marston Campbell were the principal witnesses last evening for the Hawaiian-American Engineering and Construction Co. There were one or two sharp tilts between Mr. Gilman and Mr. Holloway.

A statement was made by the Hawaiian-American Engineering and Construction Co. in regard to a number of enterprises it had engaged in on behalf of the Territory, among them being cited especially the Brewer's wharf contract. The company stated that on February 20, 1904, it was the lowest and successful bidder for the Brewer wharf, which was contested by John Lucas, and eventually lost to the H. A. E. & C. Co., incurring a total loss to them of \$28,000, for supplies, materials, labor, etc. They asked for reimbursement for losses sustained and that the Territory purchase the materials now on their hands.

D. L. Withington said he represented the H. A. E. & C. Co.; L. A. Thurston said he represented the Hilo Mercantile Co., for the supplies furnished, and Mr. Prosser said he represented Superintendent of Public Works Holloway.

#### MR. WITHINGTON TALKS.

Mr. Withington said that a contract on March 5 was to remove the old Brewer wharf and for building the new wharf and shed, for the sum of \$38,700. He said shortly afterward John Lucas said that the law had not been complied with in advertising for bids, and the Supreme Court upheld this view; that with reference to the old piles it rested with the Superintendent of Public Works how many of these could be used. This caused ambiguity. It was uncertain, not found as meaning any imputation. The work was stopped by law.

The H. A. E. & C. Co. had, however, removed the old wharf before the decision of the Supreme Court, and supplies had arrived. Then when the second advertisement for bids was made public it was found the specifications contained some surprising provisions, and the H. A. E. & C. Co. could not bid. It was charged that the lumber of the H. A. E. & C. Co. was pronounced not of merchantable quality.

Mr. Withington said the lumber came through the Hilo Mercantile Co., and was originally purchased on the coast. The lumber was exported. It was valued at \$16,700. The result of the export, in measurements, showed a small shortage in such measurement, amounting intrinsically to about \$300. As to the 1 1/2 inch lumber, it was good, but there was some poor mill work on it. The value of the 1 1/2 inch stuff, however, has been taken out of the bill brought against the Territory. All the lumber was inspected here by a representative of the Pacific Coast Lumber Association. Mr. Withington said he had witnesses to substantiate his statements.

The original specifications were of the kind which prevail in wharf contracts on the coast, but for the second bid the specifications were needlessly changed, so that the bids went up to \$57,000. Their original bid had been \$37,000. Instead of merchantable lumber, the second call for bids called for "special" lumber. As to the bids, the lowest new bid had not been accepted.

#### MR. THURSTON HEARD.

L. A. Thurston wished to explain why they came to the Legislature instead of the courts. They were helpless to go to the court. There is nothing to prevent the Territory to call for any kind of method for building the wharf. They could call for brick or concrete wharf. The Territory did call for "merchantable" lumber. That has been changed. "Merchantable" lumber is the kind that has always been used here, as well as on the coast. The name with copper. Heretofore it was 28-ounce. Therefore it is an injustice

to change to 20-ounce, although the Territory can do so if it wants to. Under the circumstances, being power less before law, the company appeals to the Legislature.

#### MR. GILMAN CALLED.

Mr. Gilman, manager of the H. A. E. & C. Co., was then called. He told of the making of the contract. He did not know there was anything wrong with it. The company pulled up the old wharf. The supplies were called for to Mr. Amweg at San Francisco as soon as the contract was signed. The company has never received any pay for what it has done. The company had expended in cash on the contract \$2,857.49. The total value of the material bought and remaining on hand, was \$21,944.86. A bare contractor's profit on the whole job would be but 15 per cent.

The lumber arrived on the schooner Irene, and it was inspected by Mr. Whiteside. The value of the cargo was \$16,884. When the specifications were changed the entire supplies on hand were useless.

Mr. Prosser at this time asked if Mr. Gilman could not file a written statement of the changes alleged, and he would file a copy of the original contract.

Mr. Prosser asked Mr. Gilman if the lumber cargo was inspected at San Francisco. He replied it was not, but had been at Portland.

Mr. Prosser, showing a copy of the manifest, asked whether there were any 14-inch piles on it. He answered that there were, but they were mostly 13-inch. He stated, however, he had been told by the department that an inch leeway was allowable.

"Have you that in writing?" asked Mr. Holloway.

"No," was the reply.

"What was the quality of lumber furnished for the planking of the wharf?" was the inquiry. "What was the survey?"

"I can't say exactly."

"Then your survey don't show anything?"

"I don't say so."

"Didn't you know what you were getting?" pursued Mr. Holloway.

"Not personally, no; Mr. Robertson made the survey."

"Of your own knowledge, you don't know?"

"No, sir; I relied on the reports of Mr. Whiteside and Mr. Robertson."

The inquiries became heated at this juncture, Messrs Holloway and Prosser working alternately. Mr. Holloway asked if some of the copper was not used on the Fort street wharf. Mr. Gilman replied that some pieces had been. He had remaining more copper than would be called for under the second specifications. He had 68 1/4 pieces on hand. Mr. Holloway said that the reason for asking for coppering the outside piles was because of steamers rubbing up against them.

"I would like to ask you who your informant was as to how much copper I have on hand?"

"Oh, you have put in a claim; that's how," said Mr. Holloway.

"You did not know who the lumber was for when the Irene arrived, did you?"

"Why, yes; the captain began discharging on receipt of a letter from the coast which I showed him."

"You haven't paid for the lumber yet?"

"No; but I am responsible for it."

"But you don't own it?"

"I am responsible for it; the owners are here."

"Didn't you go to Hackfeld and try to sell it?" asked Holloway.

"I did not."

"You didn't try to get them to bid on it?"

"I did not."

#### MARSTON CAMPBELL CALLED.

Marston Campbell was called by Mr. Thurston. He had been Assistant Superintendent of Public Works up to March 4, 1904. He drafted specifications for the Quarantine, Inter-Island, Sorenson's, Hackfeld and Brewer's wharves. He checked the specifications for the Hilo dock. These were approved, he thought, by the Superintendent. He had had twelve years experience in constructing wharves in San Francisco and Oakland. He said that "merchantable" lumber was used in almost every wharf construction he was connected with. He showed "Perry Sills A," San Francisco, specifications, recent work, which called for this same class of lumber.

In the local specifications only merchantable lumber has been called for except in the second Brewer call for bids.

## SOME GOOD WORK BY BOTH HOUSES



REPRESENTATIVE HOLSTEIN, WHO SEEKS TO AVOID AN EXTRA SESSION.

## The Senators Settle Down to a Long Day and Get Through With a Large Amount of Business.

The Senate put in a long day yesterday, getting through with a considerable amount of business, not the least important part of which was the passage on second reading of the amended license bill reported from the Bishop special committee. Also, the President of the Senate discovered an irregularity in the manner of the passage of joint resolutions which will be corrected hereafter, and the Senators had a visit from Ex-Congressman Gillett of New York, chairman of the Buildings and Grounds Committee in the last House of Representatives.

The House likewise settled down to business yesterday, and got through with a fair amount of work.

## LEGISLATURE—FORTY-SIXTH DAY.

### THE SENATE.

The Senate began holding early sessions yesterday, assembling at nine o'clock and getting on swimmingly until President Isenberg made the discovery that all joint resolutions, passed heretofore were illegal, for the reason that by all parliamentary law a joint resolution must be passed three times upon three successive days, such resolutions having all the force and effect of laws and requiring the same process for their enactment.

"I am of the opinion," said the President, "that all joint resolutions passed by the Senate heretofore have been out of order. They must be read

three times, and passed the same as bills are."

"But some of them have been signed by the Governor," said Achi.

"That don't make any difference," said the President. "They are out of order, and this matter ought to be straightened out."

Dickey notified the Senate that he would bring in a change of the Senate rules to cover the point, but that did not meet the difficulty exactly, and it was agreed that President Isenberg and Speaker Knudsen of the House should get together during the noon recess and try to arrange the matter in some way. This consultation was held, and after the noon recess was held, and after the noon recess was held, and after the noon recess was held.

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LORRIN ANDREWS OF HILO.

## SAIGON MAY SHELTER THE CZAR'S FLEET

### No Meeting as Yet Between the Hostile Sea Forces—American Neutrality Protected.

(ASSOCIATED PRESS CABLEGRAMS.)

PARIS, April 11.—It is believed that Rojestvensky has planned to inflict losses on the Japanese equal to his own, thus reducing the enemy's effectiveness and giving the Russians superiority when Admiral Nebogoff's squadron reinforces the main fleet.

#### JAPANESE MOVING WEST.

MANILA, April 11.—A steamer arriving here reported sighting two Japanese cruisers on Sunday in the China sea heading for Singapore.

#### THE SAIGON DRYDOCK.

WASHINGTON, April 11.—The drydock at Saigon is capable of accommodating the Russian ships and the fact may prove an embarrassment to France.

#### TOO SHALLOW FOR RUSSIANS.

PARIS, April 11.—Saigon harbor is too shallow for Russian dockage.

#### UNCLE SAM WATCHFUL.

WASHINGTON, April 11.—The U. S. cruiser Raleigh and several torpedo boats are en route to the island of Palawan to observe any naval hostilities which may occur in those waters and to protect neutrality.

TOKIO, April 10.—It is believed that Rojestvensky will go eastward of the Philippines. A battle by Togo with the Russian squadron is awaited with confidence.

#### VLADIVOSTOK SQUADRON ORDERED TO SEA.

ST. PETERSBURG, April 10.—It is believed that the Vladivostok squadron has been ordered to sea to threaten Togo's rear.

#### JAPAN'S REPORTED INDEMNITY DEMAND.

It is reported that Japan has fixed the indemnity to be demanded of Russia at five hundred million dollars.

#### NO CHANGE AT THE FRONT.

General Linevitch reports no change in the military situation. STRIKERS IMPEDE RAILWAY TRAFFIC.

Strikers in the Caucasus are interrupting railway communication.

#### JAPANESE SHIPS WATCHFUL.

BATAVIA, April 8.—Japanese warships are policing all straits that are available to Rojestvensky for the passage of his fleet.

SINGAPORE, April 9.—The Russian fleet is steaming at a speed of eight knots. The bottoms of the ships are fouled with seaweed and their decks are coal-laden. Colliers show light draft. Rojestvensky has seven battleships, eight cruisers, eight destroyers, five volunteer cruisers, sixteen transports and colliers, one salvage ship and one hospital ship. The Russian consul here delivered dispatches to the admiral.

#### PROUD DAY FOR RUSSIA.

ST. PETERSBURG, April 9.—There is rejoicing here over Rojestvensky's successful evasion of Togo's fleet in Malacca Straits. The Japanese were deceived by the unexpectedly direct route taken. The admiralty believes that Togo is waiting near Formosa. A battle is expected within ten days.

#### TO RELEASE WOUNDED PRISONERS.

ST. PETERSBURG, April 9.—It is reported here that Japan intends releasing 25,000 incapacitated prisoners.

## LATE SHERIFF ANDREWS RELEASED FROM JAIL

L. A. Andrews, former Sheriff of Hawaii, for a little while yesterday languished in Hilo jail. He was released under a wireless telegram sent late in the afternoon, following the issuance of a temporary writ of prohibition, addressed to Circuit Judge C. F. Parsons, by the Supreme Court.

The imprisonment of Mr. Andrews was for default of payment of a fine of \$50 for contempt of court, Judge Parsons having refused to entertain his appeal from the sentence for contempt. It was the climax of a series of drastic orders made by the Judge of the Fourth Judicial Circuit, which he will have an opportunity of justifying before the Supreme Court on Friday the 21st inst.

In the petition for order to Judge Parsons to show cause why writ of prohibition should not issue filed on behalf of L. A. Andrews by Lorrin Andrews, Attorney General, the story of all of the proceedings is told. Stripped of legal particularity, it is here reproduced.

Sheriff Andrews was in attendance upon the May term, 1904, of the

Fourth Circuit Court, at which Judge Gilbert F. Little presided. There were three criminal cases upon the calendar, respectively, against Kuokou, Kawai and Kanakale, being appeals from judgments of the District Magistrate of Puna, wherein each of the defendants were fined \$50 and costs for assault upon a police officer. A motion by Deputy Attorney General M. F. Prosser, that the appeals be dismissed for irregularities in the papers, was granted and an order dismissing the appeals entered.

Within legal time the defendants perfected appeals to the Supreme Court from Judge Little's order. At the time of the Circuit Court's dismissal of the appeals the defendants were represented by the law firm of Smith & Parsons, the members thereof being the present Representative, Carl S. Smith, and the present Judge Parsons. In the Supreme Court the appeals were dismissed and a remittitur issued to the Fourth Circuit Court, requiring the said court to execute the judgments appealed from. Thereafter Judge Parsons, having meantime succeeded Little, issued an order in pursuance of which the fines and costs of the de-

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